

CITY OF NEW YORK CONFLICTS OF INTEREST BOARD

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FOR IMMEDIATE RELEASE
November 28, 2012

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FORMER DOE DIRECTOR OF CENTRAL BUDGET **PAID \$49,929.29 PENALTY FOR USING HIS POSITION** **TO ARRANGE FOR A DOE JOB FOR HIS WIFE**

The former Director of Central Budget in the Division of Finance in the New York City Department of Education (“DOE”) has paid the New York City Conflicts of Interest Board (the “Board”) a \$15,000 fine for his violations of the City of New York’s conflicts of interest law by taking official action to obtain a DOE job for his wife. Also, in only the second case of its kind since City voters approved, in November 2010, an amendment to the conflicts of interest law giving the Board the power to order the disgorgement of any gain or benefit obtained as a result of a violation of the conflicts of interest law, the former Director of Central Budget paid the Board, in addition to the fine, the value of the benefit he received as a result of his violations, namely the total of his wife’s net earnings from her employment at DOE.

The former Director of Central Budget admitted that, in 2011, while he was the DOE Director of Business for the Bronx, he approached his subordinate and asked her to create a budget line, at the title and pay scale he indicated, for a new Community Coordinator position in the Bronx. The pay the Director indicated was higher than the usual pay scale for that position, and his wife did not meet all the requirements for the position. Nonetheless, the Director asked another DOE employee to staff his wife to the position, and he asked a third DOE employee to contact his wife and ask his wife to send her resume for the position. Finally, the Director gave his wife’s resume to the DOE employee in charge of Human Resources for the DOE Office of School Support and directed that employee to contact his wife and set her up for processing for the job. During this entire process, there was no job posting for the position, there were no interviews, and none of the DOE employees involved met with the Director’s wife prior to her receiving the job offer.

The former Director of Central Budget acknowledged that by

directing DOE employees, some of whom were at the time or had recently been his subordinates, to take official actions to benefit his wife, he violated the City's conflicts of interest law, which prohibits City employees from using their City positions to benefit themselves or someone with whom they are associated, which would include a spouse, sibling, parent, child, or a individual with whom or firm with which the City employee has a business or financial relationship.

For these violations, the former Director of Central Budget paid the Board a \$15,000 fine as well as the value of the benefit he received as a result of the violations, namely the total of his wife's net earnings from her employment with DOE from May 2011 to April 2012, in the amount of \$32,292.29, for a total financial penalty of \$49,292.29. A copy of the disposition is attached [here](#). All of the Board's dispositions are available free of charge, in full-text searchable form, on the website for the Center for New York City Law at New York Law School (www.CityAdmin.org).

This was not the first case the Board had involving the former Director. In Summer 2003, when he was the Deputy Director of Budget for DOE Region 2, he recommended his brother for a Principal position, for which position his brother was ultimately hired; for this violation of the City's conflicts of interest law, the former Director paid a \$1,250 fine to the Board. *See* COIB Case No. 2008-723 (2008).

Carolyn Lisa Miller, Director of Enforcement, handled this case for the Board. The Board gratefully acknowledges the work of its confidential investigative arm, the New York City Department of Investigation ("DOI"), DOI Commissioner Rose Gill Hearn, Special Commissioner of Investigation for the New York City School District ("SCI") Richard J. Condon, and SCI Investigator Michael Humphreys, who handled the investigation.

The Conflicts of Interest Board is the City's ethics board and is charged with interpreting and enforcing the City's the conflicts of interest, financial disclosure, and lobbyist gift laws. For more information about the Board, visit: <http://nyc.gov/ethics>. Anyone with questions about the law is urged to contact the Board through its website or by calling (212) 442-1400.

The Board does not comment on its dispositions, except as set forth above. For additional public information about the Board's enforcement activities—including summaries of all prior enforcement dispositions and fines imposed—visit the Board's website: www.nyc.gov/html/conflicts/html/units/enforcement.shtml.

THE CITY OF NEW YORK
OFFICE OF ADMINISTRATIVE TRIALS AND HEARINGS

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NEW YORK CITY
CONFLICTS OF INTEREST BOARD,

DISPOSITION

Petitioner,

COIB Case No. 2011-860

OATH Index No. 122119

- against -

ANGEL NAMNUM,

Respondent.
-----X

WHEREAS, the New York City Conflicts of Interest Board (the "Board") commenced an enforcement action pursuant to Section 2603(h)(1) of Chapter 68 of the New York City Charter ("Chapter 68") against Angel Namnum ("Respondent"); and

WHEREAS, the Board and Respondent wish to resolve this matter on the following terms,

IT IS HEREBY AGREED by and between the parties as follows:

1. In full satisfaction of the above-captioned matter, Respondent admits to the following:

- a. From September 9, 1987, to on or about March 27, 2012, I was employed by the New York City Department of Education ("DOE"). During that time, I was a "public servant" within the meaning of Chapter 68.
- b. In November 2007, I became the DOE Director of Business for the Bronx. In that role, I was responsible for supervising DOE's Extended Use Office in the Bronx.
- c. In December 2007, I signed a settlement agreement between myself, the Board, and DOE, in which I admitted that in Summer 2003, when I was Deputy Director of Budget for DOE Region 2, I gave my brother's name to the Deputy Director of Regional Operations for DOE Region 2 to relay to the Local Instructional Superintendent for DOE Region 2 in order that my brother would be interviewed for a principal position, for which position my brother was ultimately hired. In that public disposition, I admitted that my conduct "constituted using my DOE position to help my brother obtain a principal's position at DOE, and that by doing so, I violated City Charter § 2604(b)(3)." In resolution of that violation of Chapter 68, I paid a \$1,250 fine to the Board.

- d. In early 2011, I approached my subordinate in the DOE Office of School Support and asked her to create a budget line for a new Community Coordinator position in the Bronx. At my request, my subordinate created the budgeted job, at the job title and pay scale indicated by me, which job would become effective on May 23, 2011.
- e. At the time of my request, I knew that the pay scale I indicated was higher than the usual pay scale for the designated position and that my wife did not meet all of the requirements for the position.
- f. I asked the DOE Senior Director of Operations and Administration to staff Rosa Castillo into a certain vacancy in the Bronx Extended Use Office. Castillo was, and is, my wife, which I did not tell the Senior Director of Operations and Administration. At my request, the Senior Director of Operations and Administration filled the vacancy with Castillo.
- g. In April 2011, I asked the Head of the Bronx Extended Use Office and my subordinate to call Castillo in order to ask her to e-mail her resume to the Head of the Bronx Extended Use Office. I did not tell the Head of the Bronx Extended Use Office that Castillo was my wife.
- h. In April 2011, I assumed the position of the Director of Central Budget in the DOE Division of Finance.
- i. In May 2011, I gave Castillo's resume to the DOE employee in charge of Human Resources for the DOE Office of School Support, who had been my subordinate prior to April 2011, and told her that Castillo was going to be hired for a vacancy in the Bronx. I directed the DOE employee in charge of Human Resources to contact Castillo and set her up for processing. At my request, on May 5, 2011, the DOE employee in charge of Human Resources sent an e-mail to Castillo, copied to the Head of the Bronx Extended Use Office and the Senior Director of Operations and Administration, offering Castillo employment with DOE as an Extended Use Support/Community Coordinator and providing Castillo with the information necessary to process her employment.
- j. There was no job posting for the position offered to Castillo in May 2011 nor were there any interviews. Neither the DOE employee in charge of Human Resources, nor the Head of the Bronx Extended Use Office, nor the Senior Director of Operations and Administration met with Castillo prior to this offer.
- k. On May 23, 2011, Castillo started working at DOE, at an annual salary of \$52,322.
- l. Castillo stopped working for DOE effective April 2, 2012.

- m. I acknowledge that, by the above conduct, I directed DOE employees, some of whom were at the time or had recently been my subordinates, to take an official action to benefit my wife, including by (a) creating the job line in the budget; (b) assigning that job a certain title and salary; (c) soliciting my wife's resume for the job (and considering no other candidates); and (d) offering my wife the job. In so doing, I acknowledge that I used my DOE position to obtain a financial benefit, in the form of a DOE job, for my wife, in violation of Chapter 68, specifically City Charter § 2604(b)(3), which states:

No public servant shall use or attempt to use his or her position as a public servant to obtain any financial gain, contract, license, privilege or other private or personal advantage, direct or indirect, for the public servant or any person or firm associated with the public servant.

2. In recognition of the foregoing, Respondent agrees to the following:

- a. I agree to:

- i. Pay a fine of Fifteen Thousand Dollars (\$15,000) to the Board, by money order or by cashier, bank, or certified check, made payable to the "New York City Conflicts of Interest Board," as follows: Five Thousand Dollars (\$5,000) on or before October 1, 2012; and Ten Thousand Dollars (\$10,000) on or before November 1, 2012; and
 - ii. Pay the value of the benefit that I received as a result of the above violations, namely the total of Castillo's net earnings from her employment by DOE from May 23, 2011, to April 2, 2012, in the amount of Thirty-Two Thousand Nine Hundred Twenty-Nine Dollars and Twenty-Nine Cents (\$32,929.29), to the Board, by money order or by cashier, bank, or certified check, made payable to the "New York City Conflicts of Interest Board," on or before November 1, 2012.
- b. I knowingly waive on my behalf and on behalf of my successors and assigns any rights to commence any judicial or administrative proceeding or appeal before any court of competent jurisdiction, administrative tribunal, political subdivision, or office of the City or the State of New York or the United States, and to contest the lawfulness, authority, jurisdiction, or power of the Board in imposing the penalty which is embodied in this Disposition, and I waive any right to make any legal or equitable claims or to initiate legal proceedings of any kind against the Board, or any members or employees thereof relating to or arising out of this Disposition or the matters recited therein.
- c. I confirm that I have entered into this Disposition freely, knowingly, and intentionally, without coercion or duress, and after having had the opportunity to be represented by an attorney of my choice; that I accept all terms and conditions

contained herein without reliance on any other promises or offers previously made or tendered by any past or present representative of the Board; and that I fully understand all the terms of this Disposition.

- d. I agree that any material misstatement of the facts of this matter, including of the Disposition, by me or by my attorney or agent shall, at the discretion of the Board, be deemed a waiver of confidentiality of this matter.

3. The Board accepts this Disposition and the terms contained herein as a final disposition of the above-captioned matter only, and affirmatively states that other than as recited herein, no further action will be taken by the Board against Respondent based upon the facts and circumstances set forth herein, except that the Board shall be entitled to take any and all actions necessary to enforce the terms of this Disposition.

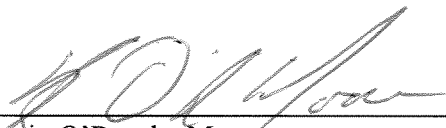
4. This Disposition shall not be effective until all parties have affixed their signatures below.

Dated: 9/15/12, 2012



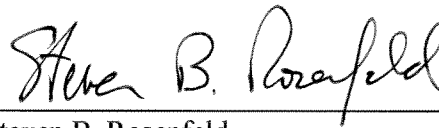
Angel Namnum
Respondent

Dated: 9/19/12, 2012



Kevin O'Rourke Moore
Ogihara & Associates, PLLC
Counsel for Respondent

Dated: NOVEMBER 20, 2012



Steven B. Rosenfeld
Chair
NYC Conflicts of Interest Board